## 503708975 02/25/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3755616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	COVENANT NOT TO SUE

#### **CONVEYING PARTY DATA**

Name	Execution Date
UNEQUAL TECHNOLOGIES COMPANY	01/21/2016
MATSCITECHNO LICENSING COMPANY	01/21/2016

### **RECEIVING PARTY DATA**

Name:	REEBOK INTERNATIONAL LTD.
Street Address:	1895 J W FOSTER BLVD
City:	CANTON
State/Country:	MASSACHUSETTS
Postal Code:	02021

## **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	6837812
Patent Number:	6935973
Patent Number:	7171696

### CORRESPONDENCE DATA

**Fax Number:** (336)607-7500

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Correspondent Name: MATIAS FERRARIO, KILPATRICK TOWNSEND

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ATTORNEY DOCKET NUMBER:	095163-953357
NAME OF SUBMITTER:	RENEE S. PREVETTE
SIGNATURE:	/Renee S. Prevette/
DATE SIGNED:	02/25/2016

### **Total Attachments: 3**

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PATENT 503708975 REEL: 037917 FRAME: 0974

**COVENANT NOT TO SUE** 

WHEREAS, on July 29, 2015, UNEQUAL Technologies Company and Matscitechno

Licensing Company (collectively, "UNEQUAL") commenced civil action number 1:15-CV-

00653-UNA against Reebok International Ltd. ("Reebok") in the United States District Court for

the District of Delaware (the "Action") asserting claims, inter alia, for patent infringement under

35 U.S.C. § 271 et seq.;

WHEREAS, Matscitechno Licensing Company is the owner by assignment of U.S. Patent

Nos. 6,837,812; 6,935,973; and 7,171,696 (collectively, the "patents-in-suit");

WHEREAS UNEQUAL Technologies Company is the exclusive licensee of the patents-

in-suit:

WHEREAS, UNEQUAL has accused Reebok in this Action of infringing each of the

patents-in-suit by making, using, selling, and offering for sale the products identified in

UNEQUAL's Infringement Claim Charts for each of the patent-in-suit served on December 18,

2015 ("Plaintiffs' Claim Charts") which contain depictions of each of the products accused of

infringing the patents-in-suit;

WHEREAS, all references to "Reebok Accused Products" within this Covenant Not to Sue

are limited to the products identified in Plaintiffs' Claim Charts, or any Reebok product that is not

colorably different from the products identified and depicted therein;

WHEREAS, UNEQUAL has learned that Reebok's commercial activities related to the

Reebok Accused Products are not of a scope or nature sufficient to warrant the substantial time

and expense of continued litigation against the same; and

NOW, THEREFORE, UNEQUAL covenants as follows:

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**PATENT** 

**COVENANT** 

UNEQUAL Technologies Company and Matscitechno Licensing Company, for and on

behalf of themselves, their parents, subsidiaries, divisions, related companies, affiliated

companies, licensees, assigns, and/or other related business entities, as well as any of their

predecessors, successors, directors, officers, employees, agents, distributors, attorneys,

representatives, and employees of such entities, hereby unconditionally and irrevocably covenant

to refrain from making any claim(s) or demand(s), or from commencing, causing, or permitting to

be prosecuted any action in law or equity, against Reebok or any of its subsidiaries, divisions,

related companies, affiliated companies, licensees, assigns, and/or other related business entities,

as well as any of their predecessors, successors, directors, officers, employees, agents, distributors,

attorneys, representatives, and employees of such entities and all customers of each of the

foregoing, for any past, present, or future infringement of the patents-in-suit by the Reebok

Accused Products or by any other product currently or previously made, used, sold, offered for

sale, and/or imported into the United States by Reebok, or by any Reebok products that are not

colorably different from the Reebok Accused Products or any other Reebok product currently or

previously made, used, sold, offered for sale, and/or imported into the United States by Reebok.

For avoidance of doubt, this Covenant does not include any products other than the Reebok

Accused Products and those Reebok products not colorably different and does not include any

product currently made, used, offered for sale, or sold by Adidas AG or any other Adidas Group

entity.

SIGNATURE PAGE FOLLOWS

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PATENT REEL: 037917 FRAME: 0976 Date: January <u>21</u>, 2016

By: Robert A. Vito

Title: President

Matscitechno Licensing Company

Date: January <u>**31**</u>, 2016

By: Robert A. Vito

Title: CEO

UNEQUAL Technologies Company